



DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
PARKERSBURG, WV 26106-1328

February 12, 2007

Dear Potential Offeror:

Enclosed is the Bureau of the Public Debt's solicitation for On-Call Medical Transportation Services (BPD-AFRH-07-CI-0003).

Please note the following items in the solicitation:

1. The performance work statement describes the services to be procured.
2. 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS and its addendum describe the items that you must include in your offer. Please note in paragraph (g) that it is our intent to award this procurement without discussions; it is imperative that you submit a complete package and that you submit your best technical and price offer. You must also include prices for all items necessary to meet the requirements.

Individual items that must be included with your offer are as follows:

- a) **Technical Proposal-** refer to 52.212-1
 - **History/Mission of Firm**
 - **Vehicles**
 - **Service Calls**
 - **Accidents/Settlement**
 - **Quality Control Plan**

Please ensure your proposal provides sufficient detail on how you propose to provide the services required in the PWS and how you propose to comply with all the requirements.

- b) **Past Performance References**
- c) **Price Information**

3. 52.212-2 EVALUATION - COMMERCIAL ITEMS and its addendum provides information on the proposal evaluation process.

4. Any questions on the solicitation should be submitted no later than February 16, 2007; we cannot assure an answer to questions submitted after this deadline. Questions should be submitted to psb1@bpd.treas.gov and must reference the above solicitation number in the subject line of your e-mail. Proposals are due at 2:00 p.m. EST on March 1, 2007.

The address for mailing offers is:

Bureau of the Public Debt
ATTN: Lisa Wells, Sol. # BPD-AFRH-07-CI-0003
Avery Street – 5th Floor/Procurement
200 Third Street
Parkersburg, West Virginia 26101-5312

If your package is hand delivered, you must place it in the bid box located at the Bureau of the Public Debt Building, 200 Third Street, Parkersburg, West Virginia. You must identify the solicitation number and closing date and time on the outside of all packages.

Please note that this is a 100% set-aside for small business firms. Offers are not solicited from firms debarred, suspended, or proposed for debarment. Ineligible firms shall consider this an informational copy only.

We appreciate your interest in participating in this procurement.

Sincerely,



Wayne Buechler
Contracting Officer

Enclosure

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE OF 1 32	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER BPD-AFRH-07-CI-0003	
						8. SOLICITATION ISSUE DATE 02/08/2007	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LISA WELLS		b. TELEPHONE NUMBER (No collect calls) 304-480-7026		8. OFFER DUE DATE/LOCAL TIME 03/01/2007 1400 ET	
9. ISSUED BY Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: Lisa Wells (304)480-7026 Parkersburg WV 26101		CODE BPD-LWELLS		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS NAICS: 485991 SIZE STANDARD: \$6.0 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE BPD	
				Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Parkersburg WV 26101			
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS #: _____ The Bureau of the Public Debt, on behalf of the Armed Forces Retirement Home in Washington, DC (AFRHW), intends to acquire on-call medical transportation services, as outlined in the Performance Work Statement. Please quote rate per service. Period of Performance: 04/01/2007 to 09/30/2010 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				WAYNE R. BUECHLER			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Medical Transportation Services in accordance with the PWS and attached price list. Base Period - 4/1/2007 - 9/30/2007				
0002	Medical Transportation Services in accordance with the PWS and attached price list. Option Period One - 10/1/2007 - 9/30/2008				
0003	Medical Transportation Services in accordance with the PWS and attached price list. Option Period Two - 10/1/2008 - 9/30/2009				
0004	Medical Transportation Services in accordance with the PWS and attached price list. Option Period Three - 10/1/2009 - 9/30/2010				

32a. QUANTITY IN COLUMN 21 HAS BEEN

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

☐ RECEIVED☐ INSPECTED☐ NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

	1	2	3	4	5
Mobile and/or Wheelchair Van Services - Trips within DC city limits (0-25 miles)					
One Way Trip					
Round Trip					
Mobile and/or Wheelchair Van Services - Trips beyond DC city limits (0-40 miles)					
One Way Trip					
Round Trip					
Stretcher Services - Trips within DC city limits (0-25 miles)					
One Way Trip					
Round Trip					
Stretcher Services - Trips beyond DC city limits (0-40 miles)					
One Way Trip					
Round Trip					
Waiting Time - Quarter Hour Charge					

3

**ARMED FORCES RETIREMENT HOME - WASHINGTON
PERFORMANCE WORK STATEMENT
MEDICAL TRANSPORTATION**

1. INTRODUCTION

The Contractor shall provide the residents of the Armed Forces Retirement Home – Washington, DC (AFRH-W) with on-call medical transportation services.

2. BACKGROUND

The United States Congress established the Armed Forces Retirement Home (AFRH-W) as a separate federal agency in 1991 when it enacted the Defense Authorization Act, Public Law 101-510. The AFRH-W provides residents daily living needs: private rooms, banks, chapels, convenience store, post office, laundry facilities, barber shop and beauty salon, dining facilities and 24-hour security and staff presence. Assisted living and skilled nursing care is provided via the on-site King Health Center. Physical, occupational, speech/language and recreational therapists provide services for residents at the Center. The AFRH-W offers social, recreational and occupational activities for every interest.

The total number of residents at the AFRH-W varies from month-to-month. The AFRH-W currently has 1,200 residents, but can support up to 1,300. Residents' physical and mental conditions and capabilities vary widely.

3. SCOPE

The Contractor shall provide medical transportation services for the AFRH-W with the terms and conditions of this PWS. Services consist of an on-call medical transportation service to accommodate transporting residents to/from medical facilities in the greater Washington, DC area.

4. GOVERNMENT FURNISHED PROPERTY, MATERIALS, and SERVICES

None

5. CONTRACTOR-FURNISHED ITEMS, and SERVICES

The Contractor shall complete all work in accordance with this Performance Work Statement, the Americans with Disabilities Act (ADA) transportation, all applicable Federal, state, and local laws, regulations, and industry standards.

5.1 Personnel

- The Contractor shall provide sufficient and adequately trained personnel to perform the services required by this contract.
- The Contractor shall meet all variations, shift schedules, and changes as may be required to assure prompt response to the requirements of this contract.
- Contractor personnel shall be properly trained, given a road test, licensed, and be in possession of a valid Driver's License.
- Contractor personnel (drivers) shall have successfully completed Washington Metro Metropolitan Area Transportation Authority (WMATA) stretcher and wheelchair training course.
- All Contractor personnel shall be required to undergo background security investigations to ensure suitability. At a minimum, criminal background checks shall be conducted for D.C., Maryland, Ohio, Pennsylvania, Virginia (VA), and any state where the prospective Contractor employee has resided for the last seven years.
- The Contractor shall provide documentation to verify annual competency of personnel (drivers) in securing and locking wheelchairs, BPVs, and stretchers prior to transport.

5.2 Vehicles

- The Contractor shall furnish ADA compliant vehicles having the capability to transport wheelchair and stretcher confined patients.
- The vehicle shall have a functioning speedometer indicating speed in miles per hour and a functioning odometer correctly indicating the distance in tenths of a mile.

- The vehicle shall be equipped with operational air conditioning/heating systems. If the air conditioning system becomes inoperable or is unable to maintain temperatures between 68-79 degrees Fahrenheit in the patient compartment, the vehicle must be immediately pulled from service at the termination of the current trip and shall not again be used for service under this contract until the air conditioning/heating system has been repaired.
- The vehicle shall have exterior free of grime, oil or other substances and free from cracks, breaks, dents and damaged paint that noticeably detract from the overall appearance of the vehicle.
- The vehicle shall be equipped with hubcaps or wheel covers.
- The vehicle shall have all vehicle body molding in place, or if removed, holes must be filled and painted.
- The vehicle passenger compartment shall be clean of dirt and free from torn upholstery or floor coverings, damaged or broken seats, protruding sharp edges and vermin or insects.
- The vehicle shall not have leaks of any kind.
- A seat belt restraint system shall be provided at each driver and passenger position.
- All stretcher/wheelchair restraints shall hold the stretcher/wheelchair stable in all manners of driving. Restraints should be installed according to the restraint manufacturer's installation instructions. After installing the restraint system, the stretcher/wheelchair shall be properly positioned and restrained in the vehicle and tested for motion. The stretcher/wheelchair shall not be able to move more than ½ inch in any direction while driving under normal conditions.

5.3 Repair and Maintenance

- The Contractor shall be responsible for the repair and maintenance of any Contractor furnished equipment provided under this Agreement.
- The Contractor shall furnish all necessary repair parts, supply items, materials, tools, (including initial allowable fuel, fluids and lubricants) equipment and labor required to perform all operations required in the Performance Work Statement.

5.4 Communication System

- Contractor shall make available sufficient telephone capacity to ensure immediate communication access between the AFRH-W and the Contractor's facility for the purposes of canceling trip requests, as well as handling emergency transportations.
- The Contractor shall have telephone coverage to accept calls from the AFRH-W seven (7) days a week.
- Contractor shall ensure the availability of mobile radio and/or cellular telephone communication with all vehicles providing transportation service at all time.
- Contractor shall ensure availability to respond to calls from AFRH during and after duty hours as covered in "6. Required Services" (see below).

6. REQUIRED SERVICES

Contractor shall provide transportation support on an on-call basis to the Armed Forces Retirement Home-Washington, 3700 North Capitol Street, NW, Washington, DC 20011. Transportation services shall be provided to accommodate transporting residents to and from area hospitals, doctors and dialysis appointments in the greater Washington, D.C. area. The Contractor may on occasion transport specimens to Walter Reed Army Medical Center (WRAMC).

The "normal working hours" of the transportation need is from 6:00 am to 8:00 pm, six (6) days a week. There are also some "other than normal working hours" transportation needs from 8:00 pm to 6:00 am. The Contractor may be asked, on occasion, to transport a resident to an area hospital on a Sunday for preoperative testing and admission for surgery.

Most trips to local medical facilities are within a 25-mile radius of the AFRH-W with the exception of some trips to Bethesda, MD. On occasion, the Contractor shall transport residents to medical facilities outside the 25-mile radius, when referred by Walter Reed/Bethesda, or the VA. The average medical transportation need is 15 residents per day. Of all patients transported, approximately 10% will be on stretchers, 15% will be in wheelchairs, and 75% are ambulatory.

AFRH-W will provide the Contractor a schedule twenty-four (24) hours in advance to ensure a smooth transportation operation. Appointments are coordinated with the area hospitals and doctor's offices in sufficient time to allow the AFRH-W to generate a resident list on a daily basis; but, there are rare situations in which a resident will need to be transported as an "add on" for that day's trip list.

The Contractor shall provide the following prior to commencement of work under this contract, and upon any changes thereof during the performance of the contract.

- List of all vehicles (new vehicles must be reported before using).
- Inspection report of all vehicles.
- Drivers licenses, DOT permits and other licenses.
- List of all drivers (new/relief drivers must be reported and meet all requirements before transporting AFRH-W residents).

Prime Contractor shall meet with AFRH-W personnel for an orientation of the AFRH-W policies/procedures concerning vehicle safety while transporting residents both on and off campus prior to receiving the first series of calls.

AFRH-W residents are in varying degrees of health and may require assistance from AFRH-W staff members. The contractor vehicle shall be large enough to accommodate the resident and the staff member. The AFRH-W will be the sole judge in determining when an AFRH-W staff escort is required. There shall be no additional charge when AFRH-W staff is authorized to travel with residents. The Contractor shall only be required to transport AFRH-W staff with the resident and shall not be required to return the AFRH-W staff back to point of origin. Transportation service shall be curb-to-curb.

6.1 Driver Duties

- Contractor shall ensure that its drivers have effective oral and written communications skills in the English language.
- Contractor shall ensure that its drivers perform their duties with due regard for the safety, comfort and convenience of residents and their property.
- Contractor shall ensure that its drivers comply will all applicable Federal and State laws, regulations and licensing requirements, including drug testing.
- Contractor shall ensure that its drivers have and maintain a current Driver's License, with less than five (5) current points, none of which were assessed for "Reckless Driving."
- Contractor shall ensure that its drivers contact the Contractor's dispatcher before leaving the designated location without picking up the resident(s) and when encountering problems such as resident(s) not being ready, incorrect addresses or addresses which are inaccessible to wheelchairs.
- Contractor shall ensure that its drivers wear clothing that is clean and neat in appearance and display an AFRH-W approved nametag stating the driver's name and Contractor's company name.
- Contractor shall ensure that smoking, eating and/or drinking in vehicles is not permitted by the passengers or drivers.
- Contractor shall ensure that drivers report to the Contractor, within 8 hours, all adverse events involving AFRH residents.

6.2 Driver Conduct

The following acts are not permissible by drivers providing services under this contract or while on AFRH-W premises:

- Use of intoxicating liquors, narcotics or controlled substances of any kind (excluding doctors' prescriptions which do not impair driver's driving ability) while on duty.
- Reporting for duty while under the influence of liquors, narcotics or controlled substance of any kind (excluding doctor's prescriptions which do not impair driver's driving ability).
- Gambling in any form.
- Smoking and other uses of tobacco while on duty.
- Carrying of pistols, firearms or concealed weapons.

- Resorting to physical violence to settle a dispute with a fellow employee, residents(s) or the general public while on duty.
- Spitting in prohibited places or any other unsanitary, offensive or insensitive practices or behavior.
- Use of loud, indecent or profane language and/or making threatening or obscene gestures toward customers or other employees.
- Stopping for personal business, including use of restroom facilities, while a passenger occupies vehicle. The driver shall not leave the vehicle with the key in the ignition at any time.
- Engaging customer in a verbal confrontation in an attempt to settle a disagreement. Should a disagreement arise, the driver is to contact the dispatcher/supervisor via radio system.
- Soliciting or accepting tips from customers, companions, or others at any time.

6.3 Special Requirements

When conditions, neither foreseeable and/or controllable by the Contractor occur, such as but not limited to severe storms, flooding, hazardous road and travel conditions, time and distance requirements shall be considered secondary to safety precautions. Delays or exceptions to the required quality of services will be reported to the COTR. The COTR will make a determination as to whether such delays in service will be excused.

6.4 Develop An Emergency Contingency Plan

The selected offeror shall have a contingency plan developed and in place in the event that there is a disruption in the availability of transportation services. The selected offeror must submit the contingency plan to AFRH-W for review and within fifteen (15) calendar days after contract award. The selected offeror shall submit an updated contingency plan on an annual basis.

6.5 Contractor Liability for Personal Injury and/or Property Damage

The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles, or the action of the Contractor's employees and agents.

7. INSURANCE REQUIREMENTS

The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the contractor against all claims for injury or damage. The Contractor shall comply with all local, state, and federal insurance requirements.

8. WAITING TIME

Waiting charges shall commence fifteen minutes from the scheduled pick-up time or from the time the Contractor actually arrives at the designated pick-up point, whichever is later.

If waiting beyond the required 15-minute grace period is anticipated, the Contractor shall notify the COTR. This call is only for the purpose of verifying the Contractor's time of arrival at pick-up and or delivery points and is not necessary if the Contractor does not anticipate a delay for which waiting charges will be claimed. The Contractor's failure to notify the COTR when waiting beyond the grace period shall result in non-payment for waiting time.

The Contractor's delay in picking up residents, as scheduled, shall result in non-payment.

9. INCIDENT REPORTING

The Contractor shall develop policy and procedures for incident management for approval by COTR and ensure that staff has proper orientation and training to respond to, report, and prevent incidents. Contractor shall ensure that drivers report to the Contractor, within 8 hours, all adverse events involving AFRH residents.

The Contractor shall report significant incidents to COTR with-in 24 hours of occurrence. Significant incidents include, but are not limited to, the following:

- Assaults (either on an AFRH-W resident or staff member).
- Threats of assault or injury.
- Injury to an AFRH-W resident or to a staff member by an AFRH-W resident.

- Accidents while AFRH-W residents are on board that might require medical attention.
- Involvement of law enforcement official.
- Allegations of abuse.
- Medical attention being needed while in route.

Any accident involving major damage, serious personal injury or loss of life shall be reported to the COTR immediately. The incident report shall include the following (when applicable):

- Name of involved person.
- Address.
- Date/time of incident.
- Location.
- Description of incident (nature of the incident, witnesses, and narrative of what occurred).
- Final disposition (how you intend to handle the incident, any next steps required, or likely outcomes).
- Name of person submitting the report.
- Date of report.
- Date forwarded to COTR.

10. COMPLAINTS AGAINST DRIVERS

Complaints against drivers' behavior or courtesy will be taken by the AFRH-W and may result in requiring the Contractor to remove offending driver(s) from the provisions of contracted services. Drivers who accumulate five (5) unrelated, substantiated complaints within a 12-month period shall be prohibited from providing any further services under this contract.

The Contractor shall cooperate with the COTR in providing information and answering questions in a timely manner when requested. The Contractor shall refer complaints received directly from the resident(s) to the COTR. All complaints received by the COTR and forwarded to the Contractor shall be investigated promptly. After investigation and disposition, Contractor shall respond to the COTR within five (5) working days after receipt by the Contractor.

11. HOLIDAYS

Except as specified by the Contracting Officer, services shall not be required on the following Federal holidays and no payment of services for these days will be provided:

New Years Day
 Martin Luther King, Jr. Day
 Presidents Day
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans Day
 Thanksgiving Day
 Christmas Day
 Presidential Inauguration day

12. CONTRACT TERM

Base Period:	Date of award through September 30, 2007
Option Period One:	October 1, 2007 through September 30, 2008
Option Period Two:	October 1, 2008 through September 30, 2009
Option Period Three:	October 1, 2009 through September 30, 2010

13. INDIVIDUALS AUTHORIZED TO PLACE CALLS

Requests for services will be made via telephone. Authorized AFRH-W staff will fax an information sheet following each telephone authorization as soon as possible after scheduling. The Contracting Officer will furnish the Contractor names of AFRH-W staff authorized to place and cancel orders.

14. REQUEST FOR SERVICES

All requests will be placed against pertinent schedule items, on a unit price basis, and will be verified against invoices. When ordering services, the AFRH-W facility will provide the contractor with the following type of information:

- Mode of transportation required
- Required date and time of arrival
- Name of beneficiary
- Pick-up and delivery point
- Any other special instructions.

15. REGULATIONS

The Contractor and his/her employees shall obey all Government regulations as posted or as requested by the Contracting Officer.

- 15.1** The Contractor shall ensure the pass and identification items required for contract performance are obtained for employees and non-Government owned vehicles. A campus pass request on company letterhead shall be provided to the Contracting Officer's Technical Representative (COTR) for processing.
- 15.2** The request will include the employee's name, social security number, date of birth, work and home telephone numbers. In addition, individuals operating a motor vehicle while on campus must provide the make, model, color, license number, and state of said vehicle; plus, they must possess a valid driver's license and have proof of insurance. This list will be updated annually or when an employee's status or information changes.
- 15.3** The Government will issue badges without charge. Each Contractor employee shall wear the Government-issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the Contractor shall return the employee's pass and badge to the COTR within 2 days.
- 15.4** All Contractor personnel must be able to obtain the proper clearance required to receive a Campus pass. In addition, Contractor personnel shall present a neat appearance and be easily recognized. This shall be accomplished through the wearing of distinctive clothing or overcoats bearing the company name or logo. The coloring or design of the items selected should be such that identifies personnel easily and quickly for reasons of safety and personal protection.
- 15.5** The Government is authorized to restrict the employment under the contract of any Contractor employee or prospective Contractor employee who is identified as a potential threat to the health, safety, security, general well being, or operational mission of the campus and its population.
- 15.6** The Contractor, although in fact not a Government employee, shall comply with Executive Order 11222, May 8, 1965, "Prescribing Standards of Ethical Conduct for Government Officers and Employees," and shall comply with the Armed Forces Retirement Home's regulations

implementing this Executive Order. Additionally, the Contractor shall comply with all safety practices, vehicle registration, speed limits, and any other ARFH-W regulation and policy applicable to conduct and patient care.

- 15.7** All Contractor personnel shall adhere to the authorized speed limits while operating vehicles on the grounds of the AFRH-W. Contractor vehicles shall only be parked in areas as directed by the COTR. Contractor personnel are required to comply with District of Columbia laws, which require seat belts to be used at all times and restricts cell phone use. Speed limits on AFRH-W grounds are 15 mph unless otherwise posted. Only 5 mph is permitted through the shops and service area. Contractor personnel driving a motor vehicle on AFRH-W property cannot use a cell phone unless the vehicle is safely parked or the driver is using a hands-free device.

16. HIPAA COMPLIANCE

Contractors and any subcontractors shall adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPPA) of 1996. This includes both the Privacy and Security Rules published by the Department of Health and Human Services (HHS). As required by HIPPA, HHS has promulgated rules governing the use and disclosure of protected health information by covered entities. The covered entity is the Armed Forces Retirement Home.

17. INFECTION CONTROL REQUIREMENTS TUBERCULOSIS TESTING

All contractor personnel shall provide documentation of a Purified Protein Derivative (PPD) test performed within the past year. In case of a past positive PPD test, a negative chest radiographic report to rule out active tuberculosis shall be provided. The PPD test shall be repeated annually.

18. MEDICAL TRANSPORTATION PERFORMANCE REQUIREMENT SUMMARY

The Contractor service requirements are summarized into performance objectives that relate directly to the mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Task #	Required Service	Performance Standard	Monitoring Method	Incentive/Disincentive
1	All drivers are properly trained and licensed to operate medical transportation vehicles.	Holds current license to operate motor vehicles in the states of Virginia, Maryland, or Pennsylvania, or West Virginia.	Review of credentials	Replacement of Contractor employee.
2	Drivers' appearance is acceptable.	Drivers are clean and well groomed. Clothing is clean, well fitting, and neatly pressed. Shoes are clean.	Observation Resident feedback	Past Performance Evaluation
3	Contractor vehicles are safe.	Contractor vehicles are ADA compliant and have passed a safety inspection. Restraint systems operate appropriately.	Observation Patient feedback	Past Performance Evaluation
4	Contractor vehicles maintain comfortable temperature range.	Passenger compartment temperature maintained between 68° and 79° Fahrenheit.	Resident Feedback	Past Performance Evaluation
5	Drivers pick up and deliver residents to correct address as scheduled.	No more than 1 late pick up and/or delivery per month.	Observation Resident feedback	Past Performance Evaluation

19. QUALITY

QUALITY CONTROL

The Contractor shall develop, submit for Contracting Officer approval, and maintain a quality program to ensure services are performed according to the PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. At a minimum, the Contractor shall develop quality control procedures addressing the areas identified in the Service Delivery Summary (SDS).

The Contractor's quality control plan will include these elements:

- (a) Performance objectives in the Service Delivery Summary
- (b) Surveillance methodology and schedule
- (c) Method/timeframe for responding to customer complaints
- (d) Progress Meetings with Government Representatives

20. QUALITY ASSURANCE SURVEILLANCE PLAN

The Government will periodically evaluate the Contractor's performance in accordance with the Quality Assurance Surveillance Plan (QASP).

The purpose of the QASP is to ensure that services are complete and acceptable per PWS requirements. The plan will ensure reliable and continued operation and preclude unnecessary complaints and unacceptable performance.

The Government's QASP includes the following elements:

- (a) Acceptance of the Contractor's quality control plan
- (b) Periodic inspection of the Contractor's work
- (c) Communicating customer complaints
- (d) Progress meetings with the Contractor

The implementation of this QASP does not relieve the Contractor of his/her responsibility to implement and abide by the Quality Control Plan incorporated into this contract, and to provide acceptable performance of all work requirements listed herein. At the CO's discretion, the Contractor may incur a payment deduction for lack of compliance with the Quality Control Plan, PWS or SDS.

METHODS/PERIOD OF SURVEILLANCE

This method employs a "spot check" style of evaluation and may be adjusted, based on quality trends. The SDS contains only those items considered most important for mission accomplishment. The Government retains the right to inspect all requirements of the contract. The COTR may choose to periodically inspect requirements not listed on the SDS. Unacceptable performance will be recorded, and the Contractor will have to correct the unacceptable condition within a 24-hour time period. If the Contractor does not correct the unacceptable condition within 24-hours the COTR will notify the CO who will take appropriate administrative action for unacceptable performance.

21. PERFORMANCE EVALUATION

This contract is subject to a performance evaluation. Following the end of each contract period and at contract completion, a completed Government evaluation shall be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

CONTRACT TERMS AND CONDITIONS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address: <http://farsite.hill.af.mil/vffara.htm>

PROVISIONS BY REFERENCE:

- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)**
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS**
- 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (SEP 2006)**
- 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (SEP 2005)**
- 52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

PROVISIONS BY FULL TEXT:

ADDENDUM TO 52.212-4

CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (SEPT 2005)

In accordance with 52.212-4 section (g) Invoice: Invoices shall be submitted electronically. Protected Microsoft Excel files are the preferred format; however, Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are also acceptable. The e-mail address will be provided at contract award.

CONTRACT TERMS AND CONDITIONS REQUIRED

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (SEP 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: Contracting Officer check as appropriate.

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (SEP 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) Reserved.

☒ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

[](iii) Alternate II (OCT 2001) of 52.219-9.

[X](9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

[](10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[](ii) Alternate I (JUN 2003) of 52.219-23.

[](11) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[](12) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[](13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

[X](14) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[X](15) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

[X](16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[X](17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

[X](18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

[X](19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

[X](20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

[X](21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

[](22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

[](ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[X](23) 52.225-1, Buy American Act - Supplies (JUN 2003) (41 U.S.C. 10a-10d).

[](24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286) and 109-53

[](ii) Alternate I (JAN 2004) of 52.225-3.

[](iii) Alternate II (JAN 2004) of 52.225-3.

[](25) 52.225-5, Trade Agreements (JUN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X](26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[](27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

[](28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

[](29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[](30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X](31) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[](32) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[](33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

[](34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[](35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

[](ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[X](1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

[X](2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class	Monetary Wage + 30% Fringe
Dispatcher	\$16.50
Shuttle Bus Driver	\$13.89

[X](3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)
APPOINTMENT AND AUTHORITY (APR 2004) (DEVIATION) (DTAR)**

a. The Contracting Officer's Technical Representative(s) will be announced at time of award.

b. Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

c. Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

1. constitutes a change of assignment or additional work outside the specification(s)/work statement;
2. constitutes a change as defined in the clause titled "Changes";
3. in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
4. changes any of the terms, conditions, or specification(s)/work statement of the contract;
5. interferes with the Contractor's right to perform under the terms and conditions of the contract; or
6. directs, supervises or otherwise controls the actions of the contractor's employees.

d. Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five workdays, with a copy to the contracting officer.

e. The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c) above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

f. Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause titled "Disputes."

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expiration date.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months from date of award.

52.232-18 AVAILABILITY OF FUNDS (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

PERFORMANCE EVALUATION

This contract is subject to a performance evaluation. Following the end of each contract period and at contract completion, a completed Government evaluation shall be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

INSTRUCTIONS TO OFFERORS

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2006)

In addition to the items specified in the solicitation provision above, the following information is necessary to enable proper evaluation of offers in response to this solicitation:

- a) Technical Proposal
- b) Price Proposal
- c) Offer & Other Documents
- d) Past Performance References

The Offeror shall provide one (1) electronic version or one (1) hard copy or fax of the requested items. To aid in evaluation, proposals shall be clearly written and logically assembled. All pages shall be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number to the extent practicable.

Offerors shall also include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items, with their offers unless 52.212-3 (1)(k)(1) applies.

(a) Volume I – Technical Proposal

The information presented in the technical proposal must be sufficient to make a comprehensive evaluation of the Offeror's proposed performance. The proposal should demonstrate the Offeror's understanding of the solicitation requirements and its ability to meet those requirements in a clear, concise and logical manner. At a minimum, Volume I, Technical Proposal, shall address the following:

Technical Capabilities

- **History and function/mission of the firm**
- **Vehicles:** Offeror shall identify vehicles to be used under this contract. Vehicle descriptions shall include, make, model, maintenance/insurance records, and accident history, at a minimum. Evaluation may involve a site visit to inspect vehicles prior to award.
- **Service Calls:** Offeror shall provide a step-by-step description of the workflow process used to execute each call for service starting with Government notification of the requirement and ending with the submission of monthly invoices. The evaluation will consider the offeror's ability to perform the contracted service.
- **Accidents/Settlements:** Identify any accidents that have been adjudicated as caused by contractor personnel, if any Tort/Liability settlements were issued, and amounts of these settlements.
- **Quality Control Plan/Management** - Offers shall include a management plan that describes controls over the work and coordination with Government representatives to assure maximum effectiveness. The plan shall address a contingency plan in the event of an unexpected delay caused by contractor personnel with emphasis on how the disruption to Government services will be minimized.
- **Organizational Approach** to accomplish tasks in accordance with PWS.

(b) Volume II – Price Proposal

The Offeror shall submit proposed fixed unit pricing for the services required in the performance work statement. Price information is not to be included in with other information. The pricing information shall be submitted under separate cover.

(c) Volume III - Offer and Other Documents

Volume III, Offer and other Documents shall consist of:

- A completed and signed Standard Form, SF-1449, Solicitation/Contract/Order for Commercial Items
Completed, Representations, Certifications and Other Statements of the Offeror
- All solicitation amendments, if applicable
- A summary of exceptions taken to the solicitation document
- Any other administrative information requested
- Acceptance Period. The acceptance period entered on the SF-1449 shall not be less than 120 days.
- Signature Authority. The person signing the SF-1449 must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.

(d) Volume IV – Past Performance References

The Offeror shall submit a minimum of three references. The Offeror is expected to provide references, including contract number, delivery order number, client, estimated total project dollar amount, contact name, phone number, and a brief description of the work provided) for similar types of work.

Submitting Offers:

Proposals must be submitted by 2:00 p.m. EST on March 1, 2007. The Offeror shall provide the following:

- (a) one original or one electronic copy of the Technical Plan (which includes technical capabilities and the quality control plan) and past performance information which are to be provided under separate cover from the price information; and
- (b) one original or one electronic copy of the price proposal
- (c) one original or one electronic copy of the Offer and Other Documents ; to include the following: completed and signed Standard Form SF-1449, Completed, Representations, Certifications and Other Statements of the Offeror, all solicitation amendments, if applicable, a summary of exceptions taken to the solicitation document, and any other administrative information requested. The acceptance period entered on the SF-1449 shall not be less than 120 days. The person signing the SF-1449 must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.

For offers sent via US Mail, FedEx, or similar methods, submit to the address below. To prevent opening by unauthorized individuals, proposals shall be addressed and identified on the cover as follows:

Submit Response to:

Department of the Treasury
Bureau of the Public Debt
Division of Procurement
200 Third Street, Avery 5F
Parkersburg, WV 26106
Attn: Lisa Wells

BPD-AFRW-07-CI-0003
Due: March 1, 2007

Offers sent electronically should be submitted to the attention of Lisa Wells at psbl@bpd.treas.gov with the solicitation number noted in the subject line. The Offeror assumes full responsibility for ensuring electronic quotes are formatted in accordance with BPD Security Requirements. The following file extensions are not allowable and application materials/data submitted with these extensions cannot be considered: bat, cmd, com, exe, pif, rar, scr, vbs, hta, cpl, and zip files. To obtain confirmation, please call 304-480-7026.

Microsoft Office compatible documents are acceptable. If the Offeror determines other formats are necessary, it is the Offeror's responsibility to verify with BPD that formats are acceptable. Quote materials with unacceptable or unreadable formats may be found non responsive.

Hand carried and Express Courier Proposals. Offerors are advised to ensure the delivery of hand carried proposals and proposals sent by express couriers to the ROOM AND ADDRESS specified above prior to the time and date specified in the solicitation, or any amendments thereto, for the receipt of proposals. A hand carried or express couriered proposal RECEIVED AT ANY OTHER ADDRESS, MAIL FACILITY, OR BY A BUILDING SECURITY GUARD in an otherwise timely manner, but delivered to the specified address after the time and date specified, will be considered a late proposal. *SATURDAY DELIVERIES ARE NOT RECOMMENDED AND WILL BE TREATED THE SAME AS ABOVE.*

52.212-2 EVALUATION -- COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical and past performance criteria are considered significantly more important than price.

Evaluation Factors - The following factors, Technical Approach, Past Performance and Price will be evaluated in descending order of importance and when combined Technical Approach and Past Performance are significantly more important than Price.

(1) ***Technical Approach.*** The information presented in the technical proposal must be sufficient to make a comprehensive evaluation of the Offeror's proposed performance. At a minimum, Volume I, Technical Proposal, shall address the following:

- History and function/mission of the firm
- Proposal to utilize the contractors vehicles
- Provide a step-by-step description to handle service calls

- Identify any accidents/settlements that have been adjudicated as caused by contractor personnel
- Quality control system including complaint resolution and methods to provide internal controls
- Quality Control/Management Plan that describes controls over the work and coordination with Government representatives to assure maximum effectiveness. The plan shall address a contingency plan in the event of an unexpected delay caused by contractor personnel with emphasis on how the disruption to Government services will be minimized.
- Organizational approach to accomplish tasks in accordance with PWS

(2) Past Performance. The performance confidence assessment represents the evaluation of an offeror's present and past work record to determine the government's confidence in the offeror's ability to successfully perform as proposed. The government will assess relevant and recent performance information on all offers based on (1) the past and present efforts provided by the offeror and (2) data independently obtained from other government and commercial sources. Relevant performance includes performance of providing misc. medical supplies that are similar or greater in nature, scope, magnitude, and complexity to the effort described in this solicitation. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated. Higher relevancy will be assessed for contracts that are most similar to the effort, or portion of the effort, for which that contractor is being proposed. The Government is not bound by the offeror's opinion of relevancy. The following relevancy definitions apply:

- **Very Relevant.** Past/present performance effort involved essentially the same magnitude of effort and complexities this solicitation requires.
- **Relevant.** Past/present performance effort involved much of the magnitude of effort and complexities this solicitation requires.
- **Somewhat Relevant.** Past/present performance effort involved some of the magnitude of effort and complexities this solicitation requires.
- **Not Relevant.** Past/present performance effort did not involve any of the magnitude of effort and complexities this solicitation requires.

Recent information refers to effort performed within the three last years. The assessment process will result in an overall performance confidence rating of *High Confidence*, *Significant Confidence*, *Satisfactory Confidence*, *Unknown Confidence*, *Little Confidence*, or *No Confidence*.

Performance information regarding predecessor companies, key personnel who have relevant experience, or sub-contractors that will perform major or critical aspects of the requirement will be assessed by the government when such information is made available by the Offeror, but may not be rated as highly as past performance information for the principal Offeror. Offerors with no relevant past or present performance history shall receive the rating "*Unknown Confidence*," meaning the rating is treated neither favorably nor unfavorably. In evaluating past performance, the government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFQ.

(3) Price. The Offeror shall submit a firm-fixed price proposal for each of the items on the price list. Individual line items will be evaluated for price realism; which will include pricing for option years.

Vendors should note that:

(1) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(2) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(2) The Government's determination of the offeror's responsibility for award, as defined in FAR 9.104-1, including any special criteria identified in this solicitation will be considered.

(3) The Government may award a contract on the basis of initial offers received. Therefore, each initial offer shall contain the offeror's best terms from a cost or price and technical standpoint.

52.212-3 Offeror Representations and Certifications—Commercial Items (Sept 2006)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned

by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) *Taxpayer Identification Number (TIN)*.

____ TIN: _____.

____ TIN has been applied for.

____ TIN is not required because:

____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

____ Offeror is an agency or instrumentality of a foreign government;

____ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

____ Sole proprietorship;

____ Partnership;

____ Corporate entity (not tax-exempt);

____ Corporate entity (tax-exempt);

____ Government entity (Federal, State, or local);

____ Foreign government;

____ International organization per 26 CFR 1.6049-4;

____ Other _____.

(5) *Common parent*.

____ Offeror is not owned or controlled by a common parent;

____ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it ____ is, ____ is not a small business concern.

(2) *Veteran-owned small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ____ is, ____ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ____ is, ____ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ____ is, ____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ____ is, ____ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ____ is, ____ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

___ 50 or fewer	___ \$1 million or less
___ 51–100	___ \$1,000,001–\$2 million
___ 101–250	___ \$2,000,001–\$3.5 million
___ 251–500	___ \$3,500,001–\$5 million
___ 501–750	___ \$5,000,001–\$10 million
___ 751–1,000	___ \$10,000,001–\$17 million
___ Over 1,000	___ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ____ is, ____ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged

business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ____ has, ____ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It ____ has, ____ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ____ has, ____ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It ____ has developed and has on file, ____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list

as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following

paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":
Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) _____ Are, _____ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ____ Have, ____ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ____ Are, ____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ____ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ____ Outside the United States.

(k)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[*Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an

update to the representations and certifications posted on ORCA.]

(End of provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

Attachment 1

HIPAA REQUIREMENTS

BY SIGNING THIS CONTRACT THE CONTRACTOR AGREES TO THE FOLLOWING:

CONTRACTOR/VENDOR DISCLOSURE AGREEMENT

The Armed Forces Retirement Home in Washington, DC (AFRH-W) has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their health information. In the course of its business relationship with the AFRH-W the Contractor and/or its employees and/or agents may come into possession of confidential patient information, even though it may not be directly involved in providing patient services.

In consideration of, and as a condition to, its business relationship with the AFRH-W and its employees and/or agents will hold the following information in strictest confidence:

1. Any information supplied by AFRH-W or its affiliates;
2. Any information which is the direct or indirect result of services provided for the AFRH-W under this contract;
3. Any information about AFRH-W or its affiliates' business operations, products, services, or residents.

OR

BUSINESS ASSOCIATE AGREEMENT

Whereas, the Contractor will provide a service to the AFRH-W and, in connection with provision of these services, the AFRH-W may disclose to the Contractor Protected Health Information (PHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 45 CFR Parts 160 and 164, Subpart A and H, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"); and 45 CFR Parts 160 and 164, Subpart A and C, the Security Standard ("Security Rule"); and

Whereas, the AFRH-W is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45CFR 160.103, and

Whereas I, the contractor, as a recipient of PHI from "Covered Entity", is a "Business Associate" of the "Covered Entity" as the term "Business Associate" is defined in the HIPAA implementing regulations, 45 CFR 160.103; and

Whereas, pursuant to the Privacy and Security Rules, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy and Security rules, including, but not limited to the Business Associate contract requirements at 45 CFR "164.308(b), 164.314(a), 164.502(e) and 164.504(c) and as may be amended.

1. Definitions. Unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the Privacy and Security Rules. The term "Protected Health Information" or the abbreviation "PHI" shall include the term "Electronic Protected Health Information" and the abbreviation "E PHI" in this agreement.
2. Ownership of PHI. PHI provided to the contractor or created, gathered or received by the contractor, its agents and subcontractors under this agreement is the property of AFRH-W.
3. Scope of Use and Disclosure by Business Associate of Protected Health Information and Electronic Protected Health Information.
 - a. Business Associate shall be permitted to make Use and Disclosure of PHI that is disclosed to it by Covered Entity, or created, gathered or received by Business Associate on behalf of Covered Entity, as necessary to perform its obligation under this Agreement provided the AFRH-W may make such Use or Disclosure under the Privacy and Security Rules, and the Use or Disclosure complies with the Covered Entity's minimum necessary policies and procedures.
 - b. Unless otherwise limited herein, in addition to any other Uses and/or Disclosures permitted or authorized by this Agreement or required by law a Business Associate may:
 - (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate;
 - (2) Make a Disclosure of the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to fulfill any legal responsibilities of Business Associate; provided, however, that the disclosures are Required By Law or permitted by Federal law and AFRH-W policy and Business Associate has received from the third party written assurances that (a) the information will be held confidentially and Use or further Disclosure made only as Required by Law or for the purposes for which it was disclosed to the third party; and (b) the third party will notify the Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached;
 - (3) Engage in Data Aggregation activities, consistent with the Privacy Rule; and
 - (4) De-identify any and all PHI created or received by Business Associate under this Agreement; provided, that the de-identification conforms to the requirements of the Privacy Rule.
4. Obligations of Business Associate: In connection with its Use and Disclosure of PHI received from Covered Entity or created, gathered or received on behalf of Covered Entity, Business Associate agrees that it will:
 - a. Use or make further Disclosure of PHI only as permitted or required by this Agreement or as Required By Law;
 - b. Use reasonable and appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this Agreement;

- c. To the extent practicable, mitigate any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement;
 - d. Promptly report to Covered Entity any Security Incident, or Use or Disclosure of PHI not provided for by this Agreement, of which Business Associate becomes aware;
 - e. Require contractor, subcontractors or agents to whom Business Associate provides PHI to agree to the same restrictions and conditions that apply to Business Associate pursuant to this Agreement, including implementation of reasonable and appropriate safeguards to protect PHI;
 - f. Make available to the Secretary of Health and Human Services Business Associate's internal practices, books and records, including policies and procedures, relating to the Use or Disclosure of PHI for purposes of determining Covered Entity's compliance with the Privacy and Security Rules, subject to any applicable legal privileges;
 - g. If the Business Associate maintains PHI in a Designated Record Set, maintain the information necessary to document this disclosure of PHI sufficient to make an accounting of those disclosures as required under the Privacy Rule and the Privacy Act, 5 USC 552a, and within 15 days of receiving a request from Covered Entity, make available the information necessary for Covered Entity to make an accounting of Disclosures of PHI about an individual in the Designated Record Set or Covered Entity's Privacy Act System of Records;
 - h. If the Business Associate maintains PHI in a Designated Record Set or Privacy Act System of Records, within 10 days of receiving a written request from Covered Entity, make available PHI in the Designated Record Set or System of Records necessary for Covered Entity to respond to individuals; requests for access to PHI about them that is not in the possession of Covered Entity.
5. Obligation of Covered Entity: Covered Entity agrees that it:
- a. Has obtained, and will obtain, from Individuals any consents, authorizations and other permissions necessary or required by laws applicable to Covered Entity for Business Associate and Covered Entity to fulfill their obligations under this Agreement.
 - b. Will promptly notify Business Associate in writing of any restriction on the Use and Disclosure of PHI about individuals that Covered Entity has agreed to that may affect Business Associate's ability to perform its obligations under this Agreement;
 - c. Will promptly notify Business Associate in writing of any changes in, or revocation of, permission by an individual to use or disclose PHI, in such changes or revocation may affect Business Associate's ability to perform its obligation under this Agreement.

6. Termination.

a. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (1) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (2) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible;
- (3) if neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of Health and Human Services.

b. Automatic Termination. This Agreement will automatically terminate upon completion of the Business Associate's duties under the underlying agreement, or termination of that agreement by either party.

c. Effect of Termination.

- (1) Termination of this Agreement will result in cessation of activities by the Business Associate and any agents or subcontractors of its involving PHI under this Agreement.
- (2) Upon termination of this Agreement, Business Associate will return or destroy all PHI received from Covered Entity or created, gathered or received by Business Associate and its agents and subcontractors on behalf of Covered Entity under this Agreement. The Business Associate shall certify that all PHI has been returned to Covered Entity or destroyed. If immediate return or destruction of all PHI is not possible, the contractor further certifies that any data retained will be safeguarded to prevent unauthorized Uses or Disclosures.

7. Amendment. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement for Covered Entity to comply with the Requirements of the Privacy and Security Rules or other applicable laws.

8. Survival. The obligations of Business Associate under Section 6.C(2) of this Agreement shall survive any termination of this Agreement.

9. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Other Applicable Law. This Agreement does not, and is not intended to, abrogate any responsibilities of the parties under any other applicable law.

11. In the event terms and conditions differ, the terms and conditions of the contract shall take precedence.

Effective Date. This Agreement shall be effective on the date of contract award.

05-2103 DC, DISTRICT-WIDE

WAGE DETERMINATION NO: 05-2103 REV (01) AREA: DC, DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:05-2104

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of | Wage Determination No.: 2005-2103
Director Wage Determinations | Revision No.: 1
Date Of Revision: 08/22/2006

States: District of Columbia, Maryland, Virginia

Area:

District of Columbia Statewide Maryland Counties of Calvert, Charles, Frederick, Montgomery,
Prince George's, St Mary's, Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	17.32
01020 - Administrative Assistant	21.45
01040 - Court Reporter	17.49
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	12.75
01090 - Duplicating Machine Operator	12.75
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	20.84
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.45
01262 - Personnel Assistant (Employment) II	17.49
01263 - Personnel Assistant (Employment) III	20.84
01270 - Production Control Clerk	20.78
01280 - Receptionist	12.29
01290 - Rental Clerk	15.45
01300 - Scheduler, Maintenance	15.45
01311 - Secretary I	16.11
01312 - Secretary II	17.61

01313 - Secretary III	20.84
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	21.45
01420 - Survey Worker	17.49
01531 - Travel Clerk I	11.69
01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.50
01611 - Word Processor I	13.76
01612 - Word Processor II	15.45
01613 - Word Processor III	17.49
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.49
05010 - Automotive Electrician	19.43
05040 - Automotive Glass Installer	18.31
05070 - Automotive Worker	18.31
05110 - Mobile Equipment Servicer	15.74
05130 - Motor Equipment Metal Mechanic	20.48
05160 - Motor Equipment Metal Worker	18.31
05190 - Motor Vehicle Mechanic	20.48
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	18.31
05310 - Painter, Automotive	19.43
05340 - Radiator Repair Specialist	18.31
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	20.48
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.88
07042 - Cook II	13.18
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09080 - Furniture Refinisher	18.05
09090 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	11.81
11240 - Maid or Houseman	10.41
11260 - Pruner	10.89
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	11.81
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	16.06

12012 - Certified Occupational Therapist Assistant	19.99
12015 - Certified Physical Therapist Assistant	19.99
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	16.06
12071 - Licensed Practical Nurse I	17.15
12072 - Licensed Practical Nurse II	19.18
12073 - Licensed Practical Nurse III	21.38
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	16.96
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12195 - Medical Transcriptionist	14.96
12210 - Nuclear Medicine Technologist	28.69
12221 - Nursing Assistant I	9.37
12222 - Nursing Assistant II	10.53
12223 - Nursing Assistant III	12.18
12224 - Nursing Assistant IV	13.68
12235 - Optical Dispenser	15.15
12236 - Optical Technician	13.10
12250 - Pharmacy Technician	14.32
12280 - Phlebotomist	13.68
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	17.57
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	24.54
13050 - Library Aide/Clerk	11.38
13054 - Library Information Technology Systems Administrator	22.15
13058 - Library Technician	17.88
13061 - Media Specialist I	15.99
13062 - Media Specialist II	17.88
13063 - Media Specialist III	19.94
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	15.99
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.45
14042 - Computer Operator II	17.49
14043 - Computer Operator III	19.50

14044 - Computer Operator IV	21.67
14045 - Computer Operator V	24.00
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	25.66
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.45
14160 - Personal Computer Support Technician	21.67
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	40.64
15030 - Air Crew Training Devices Instructor (Pilot)	46.05
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	27.99
15070 - Flight Instructor (Pilot)	46.05
15080 - Graphic Artist	23.02
15090 - Technical Instructor	21.70
15095 - Technical Instructor/Course Developer	26.54
15110 - Test Proctor	17.31
15120 - Tutor	17.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.71
16030 - Counter Attendant	8.71
16040 - Dry Cleaner	11.10
16070 - Finisher, Flatwork, Machine	8.71
16090 - Presser, Hand	8.71
16110 - Presser, Machine, Drycleaning	8.71
16130 - Presser, Machine, Shirts	8.71
16160 - Presser, Machine, Wearing Apparel, Laundry	8.71
16190 - Sewing Machine Operator	11.90
16220 - Tailor	12.63
16250 - Washer, Machine	9.44
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.25
21030 - Material Coordinator	20.54
21040 - Material Expediter	20.54
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	16.25
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	9.96
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	16.99
21410 - Warehouse Specialist	16.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.35
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52

23040 - Aircraft Mechanic Helper	15.10
23050 - Aircraft, Painter	21.29
23060 - Aircraft Servicer	17.82
23080 - Aircraft Worker	18.09
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.77
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	24.85
23181 - Electronics Technician Maintenance I	21.36
23182 - Electronics Technician Maintenance II	22.80
23183 - Electronics Technician Maintenance III	24.02
23260 - Fabric Worker	17.90
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	19.01
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	17.82
23382 - Ground Support Equipment Worker	18.09
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - HVAC Mechanic	20.99
23411 - HVAC Mechanic (Research Facility)	22.12
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.46
23465 - Laboratory/Shelter Mechanic	20.36
23470 - Laborer	14.27
23510 - Locksmith	19.17
23530 - Machinery Maintenance Mechanic	21.46
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.46
23592 - Metrology Technician II	22.61
23593 - Metrology Technician III	23.72
23640 - Millwright	23.30
23710 - Office Appliance Repairer	20.36
23760 - Painter, Maintenance	20.36
23790 - Pipefitter, Maintenance	22.76
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.46
23850 - Rigger	21.46
23870 - Scale Mechanic	19.18
23890 - Sheet-Metal Worker, Maintenance	21.46
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	24.43
23932 - Telecommunications Mechanic II	25.75
23950 - Telephone Lineman	22.21
23960 - Welder, Combination, Maintenance	21.46
23965 - Well Driller	21.46
23970 - Woodcraft Worker	21.46
23980 - Woodworker	16.50

24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	9.58
24620 - Family Readiness And Support Services Coordinator	12.95
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.06
25040 - Sewage Plant Operator	20.08
25070 - Stationary Engineer	24.06
25190 - Ventilation Equipment Tender	16.76
25210 - Water Treatment Plant Operator	20.08
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.19
27007 - Baggage Inspector	11.51
27008 - Corrections Officer	18.75
27010 - Court Security Officer	21.42
27030 - Detection Dog Handler	16.67
27040 - Detention Officer	18.75
27070 - Firefighter	21.58
27101 - Guard I	11.51
27102 - Guard II	16.67
27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	13.30
28043 - Carnival Equipment Worker	8.40
28210 - Gate Attendant/Gate Tender	12.68
28310 - Lifeguard	11.29
28350 - Park Attendant (Aide)	14.18
28510 - Recreation Aide/Health Facility Attendant	10.35
28515 - Recreation Specialist	17.57
28630 - Sports Official	11.29
28690 - Swimming Pool Operator	15.32
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler	20.55
29041 - Stevedore I	19.18
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.82
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.32
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.68
30021 - Archeological Technician I	16.92
30022 - Archeological Technician II	18.85
30023 - Archeological Technician III	23.53
30030 - Cartographic Technician	24.62
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.77
30062 - Drafter/CAD Operator II	19.87
30063 - Drafter/CAD Operator III	22.15
30064 - Drafter/CAD Operator IV	25.66
30081 - Engineering Technician I	18.80
30082 - Engineering Technician II	21.11

30083 - Engineering Technician III	23.61
30084 - Engineering Technician IV	29.26
30085 - Engineering Technician V	35.26
30086 - Engineering Technician VI	43.30
30090 - Environmental Technician	21.22
30210 - Laboratory Technician	20.42
30240 - Mathematical Technician	24.62
30361 - Paralegal/Legal Assistant I	20.03
30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35
30364 - Paralegal/Legal Assistant IV	36.73
30390 - Photo-Optics Technician	24.62
30461 - Technical Writer I	20.25
30462 - Technical Writer II	24.77
30463 - Technical Writer III	29.97
30491 - Unexploded Ordnance (UXO) Technician I	21.49
30492 - Unexploded Ordnance (UXO) Technician II	26.00
30493 - Unexploded Ordnance (UXO) Technician III	31.17
30494 - Unexploded (UXO) Safety Escort	21.49
30495 - Unexploded (UXO) Sweep Personnel	21.49
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.13
30621 - Weather Observer, Senior (3)	21.80
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.90
31030 - Bus Driver	15.95
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	8.67
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	17.09
31363 - Truckdriver, Heavy	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	9.78
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	27.25
99410 - Pest Controller	13.74
99510 - Photofinishing Worker	11.29
99710 - Recycling Laborer	14.50
99711 - Recycling Specialist	17.02
99730 - Refuse Collector	12.86
99810 - Sales Clerk	11.13
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.16
99831 - Surveying Aide	11.91
99832 - Surveying Technician	18.21
99840 - Vending Machine Attendant	11.46
99841 - Vending Machine Repairer	14.88
99842 - Vending Machine Repairer Helper	11.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <<http://www.dol.gov/esa/whd/>> or through the Wage Determinations On-Line (WDOL) Web site at <<http://wdol.gov/>>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.